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2 **MASHIRI LAW FIRM**

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8 Attorney for Plaintiff:

9 JENNIFER PEREZ

10 **UNITED STATES DISTRICT COURT**  
11 **SOUTHERN DISTRICT OF CALIFORNIA**

12 JENNIFER PEREZ ) Case No. '15CV2176 W NLS  
13 )  
14 Plaintiff, )  
15 )  
16 vs. )  
17 )  
18 )  
19 AARGON AGENCY INC. D/B/A )  
20 AARGON COLLECTION AGENCY; and )  
21 WESTERN DENTAL SERVICES, INC. )  
22 )  
23 Defendants. )  
24 )  
25 )

16 Plaintiff JENNIFER PEREZ alleges as follows:

17 I.  
18 INTRODUCTION

19 1. Plaintiff JENNIFER PEREZ (hereinafter referred to as "Plaintiff"),  
20 brings this lawsuit against Defendant AARGON AGENCY INC. D/B/A AARGON  
21 COLLECTION AGENCY (hereinafter "AARGON") for violations of the Federal  
22 Fair Debt Collection Practices Act ("FDCPA"), the Rosenthal Fair Debt Collections

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1 Practice Act (“Rosenthal FDCPA) and the California Consumer Credit Reporting  
2 Agencies Act (“CCRAA”).

3       2. Plaintiff brings this lawsuit against Defendant WESTERN DENTAL  
4 SERVICES, INC. (hereinafter “WESTERN”) for violations of the Rosenthal FDCPA,  
5 and the California Consumer Credit Reporting Agencies Act (“CCRAA”).

6       3. Plaintiff brings this action to seek actual damages, statutory damages,  
7 attorneys' fees and costs, and other relief the Court deems appropriate.

## II. **PARTIES**

0 4. Plaintiff is, and at all times mentioned herein was, an individual, residing  
in the County of Imperial, State of California.

2       5. Plaintiff is a “consumer” as defined by 15 U.S.C. section 1692a(3) and  
3 California Civil Code section 1785.3(b), and a “debtor” as the term is defined by  
California Civil Code section 1788.2(h).

5       6. Plaintiff is informed and believes, and thereupon alleges, that Defendant  
AARGON is, and at all times mentioned herein was, a corporation who was  
conducting and engaging in business in the County of Imperial, State of California.  
6

7. Plaintiff is informed and believes, and thereupon alleges, that Defendant  
8 WESTERN is, and at all times mentioned herein was, a corporation who was  
9 conducting and engaging in business in the County of Imperial, State of California.

21 8. Plaintiff is informed and believes, and thereupon alleges, that Defendant  
AARGON uses an instrumentality of interstate commerce or the mails in a business

1 the principal purpose of which is the collection of debts, or who regularly collects or  
2 attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or  
3 due another and is therefore a debt collector as that phrase is defined by 15 U.S.C.  
4 section 1692a(6).

5 9. Plaintiff is informed and believes, and thereupon alleges that Defendants  
6 AARGON and WESTERN are debt collectors as defined under Civil Code section  
7 1788.2(c).

8 10. Defendants AARGON and WESTERN attempted to collect a consumer  
9 debt as defined under the FDCPA and Rosenthal FDCPA.

10 11. Plaintiff is informed and believes and thereupon alleges that at all times  
11 herein mentioned each of the Defendant was the agent, servant, employee, or partner  
12 of each of the remaining defendants and, in committing the acts and omissions  
13 hereinafter alleged, was acting within the course and scope of such agency,  
14 employment, partnership, or other business relationship, and were each responsible  
15 for the acts and omissions alleged in this complaint.

16 **III.**  
17 **JURISDICTION AND VENUE**

18 12. This Court has jurisdiction under 15 U.S.C. section 1692k(d), 28 U.S.C.  
19 section 1331, and 28 U.S.C. section 1367 for supplemental state claims.

20 13. This action arises out of violations of the FDCPA and Rosenthal  
21 FDCPA, and the CCRAA. Because Defendants AARGON and WESTERN do

business within the State of California, County of Imperial, personal jurisdiction is established.

14. Venue is proper pursuant to 28 U.S.C. section 1391.

## IV.

15. Sometime in 2007, when Plaintiff was a minor, she received dental services from Defendant WESTERN. Upon information and belief, the dental services were for braces only.

16. Because Plaintiff was a minor, her mother signed as the financially responsible party.

17. Upon information and belief, the contract entered into between WESTERN and Plaintiff's mother will show that Plaintiff's mother was the only person financially responsible for the treatment Plaintiff received.

18. At some point thereafter, Plaintiff's mother failed to pay the alleged outstanding debt. Plaintiff's mother subsequently filed for bankruptcy in 2010, which included the alleged debt owed to Defendant WESTERN. The entire debt was discharged on or about November 3, 2010.

19. In November 2014, Plaintiff applied for a job with the U.S. Customs and Border Protection (“CBP”) through Infozen Inc., an employment agency in charge of CBP’s hiring process. Part of Plaintiff’s background investigation involved the review of her credit history, including obtaining and reviewing her credit report.

1       20. Subsequently, CBP obtained Plaintiff's credit report, which indicated  
2 that Plaintiff owed \$2,226.00 (hereinafter "Account") to Defendant AARGON and  
3 that the Account is in "collection."

4       21. Plaintiff was told by the employment agency that she needed to provide  
5 documents regarding the current status and steps taken to resolve the Account in order  
6 to get the background check clearance needed to get the job.

7       22. Upon investigation, Plaintiff discovered that the Account with Defendant  
8 AARGON was for a debt allegedly owed to Defendant WESTERN. This is the same  
9 debt that was discharged in Plaintiff's mother's bankruptcy.

10      23. Upon information and belief, Defendant WESTERN had assigned the  
11 debt, even though it was discharged in Plaintiff's mother's bankruptcy, to Defendant  
12 AARGON for collection purposes.

13      24. Because Defendant AARGON was assigned this alleged debt for  
14 collection by Defendant WESTERN, Defendant AARGON was at all times relevant  
15 herein the agent working for, in association with, at the direction of, and on behalf of  
16 Defendant WESTERN, and therefore any violations committed by Defendant  
17 AARGON flow through as vicarious liability to Defendant WESTERN.

18      25. Because Defendant AARGON was acting as the agent for Defendant  
19 WESTERN, Defendant AARGON knew or should have known that Plaintiff was not  
20 the financially responsible party on the debt, because Defendant AARGON was the  
21 agent for Defendant WESTERN and therefore stepped in the shoes of Defendant

1       WESTERN, and Defendant WESTERN's records should clearly show that the mother  
2       was the only financially responsible party and that Defendant WESTERN submitted a  
3       proof of claim of the debt in the mother's bankruptcy.

4           26. Plaintiff, who was stressed at this point because she needed the job,  
5       immediately contacted Defendant AARGON by telephone on July 14, 2015, and  
6       spoke to a collection representative about the Account. Not knowing that she was  
7       legally not obligated to pay for the Account because it was not her Account, Plaintiff  
8       attempted to arrange a payment plan on the Account so that she could get the  
9       background check clearance in order to get the job, which she desperately needed.  
10      The AARGON representative asked Plaintiff to pay the entire debt, which Plaintiff  
11     was unable to do because she did not have the money. Plaintiff offered to make a  
12     payment if AARGON provide her with a receipt for the payment, something she  
13     needed to provide to the employment agency. Defendant AARGON refused to do so.  
14      As such, no payment was made and the conversation ended.

15           27. On July 17, 2015, Plaintiff was denied employed with CBP because she  
16     failed to provide the necessary documents regarding her collection Account.

17           28. Because of the denial of her employment, Plaintiff was extremely  
18     stressed because she had lost an opportunity to be employed with a governmental  
19     agency, something she was looking forward to. As a result, Plaintiff was forced to  
20     hire an attorney.

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1       29. This further caused mental anguish to Plaintiff in that she has been upset,  
2 angry, frustrated, embarrassed, and has suffered feelings of hopelessness and despair  
3 over the fact that she was not able to start her desired career, all for something over  
4 which she has no ability to control and over a debt she did not even owe.

5       30. On August 6, 2015, Plaintiff's attorney sent a letter to Defendant  
6 AARGON, informing AARGON that Plaintiff was disputing the debt. The letter also  
7 requested that AARGON provide a validation of the debt as well as any and all  
8 collection letters it sent to Plaintiff and any and all documents and/or agreements  
9 Plaintiff entered into on the Account.

10      31. On August 10, 2015, Plaintiff obtained a copy her credit report from  
11 Experian. Defendant AARGON reported the Account, indicating that Plaintiff owed  
12 \$2,226.00 and that the account was past-due.

13      32. As a result of the derogatory report upon her credit reports, Plaintiff  
14 suffered a reduction in her consumer credit score, which deprived her of an accurate  
15 reflection of her creditworthiness and credit standing.

16      33. On or about August 12, 2015, Defendant AARGON sent a written  
17 response to Plaintiff's counsel's August 6, 2015 letter, stating that Plaintiff owed \$0  
18 on the Account.

19      34. Plaintiff's counsel subsequently sent a letter to the employment agency  
20 informing them that Plaintiff had hired him to clear up the inaccuracies on her credit  
21 report.

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35. Due to Plaintiff's counsel's letter, Plaintiff was subsequently hired part  
time by Infozen, Inc.

V.

**FIRST CAUSE OF ACTION**  
**(Violation of the FDCPA Against Defendant AARGON)**

5       36. Plaintiff re-alleges each of the paragraphs above, as if fully set forth  
6 herein.

7       37.     Defendant AARGON violated the FDCPA by violating 15 U.S.C.  
8 sections 1692(e), 1692e(2)(A), 1692e(5), 1692e(8), 1692e(10) and 1692f.

9       38.     Defendant AARGON violated 15 U.S.C. sections 1692e, 1692e(2)(A),  
0 and 1692e(10) by falsely and deceptively misrepresenting that Plaintiff owed  
1 \$2,226.00 when in fact Plaintiff never owed the debt because the debt belonged to  
2 her mother and had already been discharged in bankruptcy.

8       40.     Defendant AARGON violated 15 U.S.C. sections 1692e, 1692e(8), and  
9                   1692e(10) by inaccurately reporting to the credit bureaus, including Experian, that  
10          Plaintiff owed \$2,226.00 when in fact Plaintiff never owed the debt because the debt  
11          belonged to her mother and had already been discharged in bankruptcy.

1       41.     Defendant AARGON violated 15 U.S.C. section 1692f when it engaged  
2 in unfair and unconscionable means to collect or attempt to collect a debt.  
3 Specifically, by reporting to the credit bureaus, including Experian, that Plaintiff  
4 owed \$2,226.00 when in fact Plaintiff never owed the debt because the debt belonged  
5 to her mother and had already been discharged in bankruptcy.

6       42. As a result of each and every violation of the FDCPA, Plaintiff has  
7 suffered actual damages and harm resulting from Defendant AARGON's actions as  
8 heretofore alleged, including but not limited to worry, emotional distress, anxiety,  
9 humiliation, loss of creditworthiness and credit standing, and out-of-pocket expenses  
10 the exact amount of which is to be proven at trial.

1       43. As a result of each and every violation of the FDCPA, Plaintiff is entitled  
2 to actual damages pursuant to 15 U.S.C. section 1692k(a)(1); statutory damages in an  
3 amount up to \$1,000.00 pursuant to 15 U.S.C. section 1692k(a)(2)(A) and reasonably  
4 attorneys' fees and costs pursuant to 15 U.S.C. section 1692k(a)(3).

**VI.**

**SECOND CAUSE OF ACTION**

**(Violation of the Rosenthal FDCPA against Defendant AARGON)**

7 44. Plaintiff re-alleges each of the paragraphs above, as if fully set forth  
8 herein.

19       45. Any violation of the FDCPA is a violation of California Civil Code  
20 section 1788.17, also known as the Rosenthal FDCPA, because section 1788.17  
21 incorporates the FDCPA.

1       46.     Defendant AARGON violated Civil Code section 1788.17 because it  
 2 violated 15 U.S.C. sections 1692e, 1692e(2)(A), 1692e(5), 1692e(8), 1692e(10) and  
 3 1692f.

4       47.     As a result of each and every violation of the Rosenthal FDCPA,  
 5 Plaintiff has suffered actual damages and harm resulting from Defendant AARGON's  
 6 actions as heretofore alleged, including but not limited to worry, emotional distress,  
 7 anxiety, humiliation, loss of creditworthiness and credit standing, and out-of-pocket  
 8 expenses the exact amount of which is to be proven at trial.

9       48.     As a result of each and every violation of the Rosenthal FDCPA,  
 10 Plaintiff is entitled to actual damages pursuant to California Civil Code section  
 11 1788.30(a); statutory damages under 1692k(a)(2)(A) which is incorporated by  
 12 California Civil Code section 1788.17; statutory damages for a knowing or willful  
 13 violation in the amount of up to \$1,000.00 pursuant to California Civil Code section  
 14 1788.30(b); and reasonable attorney's fees and costs pursuant to California Civil  
 15 Code section 1788.30(c).

## 16                     **VII.**

### **17                      THIRD CAUSE OF ACTION**

#### **(Violation of the Rosenthal FDCPA against Defendant WESTERN)**

18       49.     Plaintiff re-alleges each of the paragraphs above, as if fully set forth  
 19 herein.

20       50.     Any violation of the FDCPA is a violation of California Civil Code  
 21 section 1788.17, also known as the Rosenthal FDCPA, because section 1788.17

1 incorporates the FDCPA.

2       51. Defendant WESTERN violated Civil Code section 1788.17 because it  
3 violated 15 U.S.C. sections 1692e, 1692e(2)(A), and 1692e(10) when it wrongfully  
4 attempted to collect a debt, by and through Defendant AARGON, from Plaintiff even  
5 though Plaintiff never owed the debt because the debt belong to Plaintiff's mother and  
6 had already been discharged in bankruptcy.

7       52. Defendant WESTERN violated Civil Code section 1788.17 because it  
8 violated 15 U.S.C. sections 1692e, 1692e(2)(A), and 1692e(10) when it wrongfully  
9 assigned and/or transferred the debt to Defendant AARGON for collections, even  
10 though Plaintiff never owed the debt because the debt belong to Plaintiff's mother and  
11 had already been discharged in bankruptcy.

12       53. As a result of each and every violation of the Rosenthal FDCPA,  
13 Plaintiff has suffered actual damages and harm resulting from Defendant  
14 WESTERN's actions as heretofore alleged, including but not limited to worry,  
15 emotional distress, anxiety, humiliation, loss of creditworthiness and credit standing,  
16 and out-of-pocket expenses the exact amount of which is to be proven at trial.

17       54. As a result of each and every violation of the Rosenthal FDCPA,  
18 Plaintiff is entitled to actual damages pursuant to California Civil Code section  
19 1788.30(a); statutory damages under 15 U.S.C. section 1692k(a)(2)(A) which is  
20 incorporated by California Civil Code section 1788.17; statutory damages for a

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1 knowing or willful violation in the amount of up to \$1,000.00 pursuant to California  
2 Civil Code section 1788.30(b); and reasonable attorney's fees and costs pursuant to  
3 California Civil Code section 1788.30(c).

4

**VIII.**  
**FOURTH CAUSE OF ACTION**  
**(Violations of the CCRAA against Defendant AARGON)**

5 55. Plaintiff re-alleges each of the paragraphs above, as if fully set forth  
6 herein.

7 56. California Civil Code section 1785.25(a) states:

8 A person shall not furnish information on a specific transaction or  
9 experience to any consumer credit reporting agency if the person  
10 knows or should know the information is incomplete or inaccurate.

11 57. Defendant AARGON violated the CCRAA by violating California Civil  
12 Code section 1785.25(a) because it furnished to a consumer credit reporting agency,  
13 including Experian, that Plaintiff owes a debt in the amount of \$2,226.00 when in fact  
14 Plaintiff does not owe such debt. Defendant AARGON knew or should have known  
15 that the information it provided to the consumer credit reporting agency, including  
16 Experian, was incomplete or inaccurate because as the agent assigned to collect the  
17 debt on behalf of Defendant WESTERN Defendant AARGON should have known  
18 that Defendant WD's records showed the mother as the only financially responsible  
19 party and that the debt had been discharged in the mother's bankruptcy.

20 58. As a result of each and every violation of the CCRAA, Plaintiff has  
21 suffered actual damages and harm resulting from Defendant AARGON's actions as

1 heretofore alleged, including but not limited to worry, emotional distress, anxiety,  
2 humiliation, loss of creditworthiness and credit standing, and out-of-pocket expenses  
3 the exact amount of which is to be proven at trial.

4       59. As a result of each and every violation of the CCRAA, Plaintiff is  
5 entitled to actual damages, reasonable attorney's fees and costs pursuant to California  
6 Civil Code section 1785.33(a)(1); and statutory damages for a knowing or willful  
7 violation in the amount of up to \$5,000.00 pursuant to California Civil Code section  
8 1788.31(a)(2)(B).

**IX.**  
**FIFTH CAUSE OF ACTION**  
**(Violations of the CCRAA against Defendant WESTERN)**

1       60. Plaintiff re-alleges each of the paragraphs above, as if fully set forth  
2 herein.

3       61. Because Defendant AARGON was assigned this alleged debt for  
4 collection by Defendant WESTERN, Defendant AARGON was at all times relevant  
5 herein the agent working for, in association with, at the direction of, and on behalf of  
6 Defendant WESTERN, and therefore any violations committed by Defendant  
7 AARGON flow through as vicarious liability to Defendant WESTERN.

8       62. Because Defendant AARGON was acting as the agent for Defendant  
9       WESTERN, Defendant AARGON knew or should have known that Plaintiff was not  
10      the financially responsible party on the debt, because Defendant AARGON was the  
11      agent for Defendant WESTERN and therefore stepped in the shoes of Defendant

WESTERN, and Defendant WESTERN's records should clearly show that the mother was the only financially responsible party and that Defendant WESTERN submitted a proof of claim of the debt in the mother's bankruptcy.

63. Therefore, Defendant AARGON's violations of California Civil Code section 1785.25(a) as explained above flow through as liability to Defendant WESTERN.

64. As a result of each and every violation of the CCRAA, Plaintiff has suffered actual damages and harm resulting from Defendants' actions as heretofore alleged, including but not limited to worry, emotional distress, anxiety, humiliation, loss of creditworthiness and credit standing, and out-of-pocket expenses the exact amount of which is to be proven at trial.

65. As a result of each and every violation of the CCRAA, Plaintiff is entitled to actual damages, reasonable attorney's fees and costs pursuant to California Civil Code section 1785.33(a)(1); and statutory damages for a knowing or willful violation in the amount of up to \$5,000.00 pursuant to California Civil Code section 1788.31(a)(2)(B).

**X.**

**PRAYER FOR DAMAGES AND OTHER REMEDIES**

1. For actual damages;
  2. For statutory damages;
  3. For interest according to law;
  4. For attorneys' fees;

- 1       5. For costs of suit herein incurred; and
- 2       6. For other and further relief as the court may deem proper.

3       DATED: September 29, 2015

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4  
5       By: /s/Alex Asil Mashiri  
6           Alex Asil Mashiri  
7           Attorney for Plaintiff,  
8           JENNIFER PEREZ

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